

Brian E. Holthus, Esq.  
Nevada Bar No. 2720  
Email: beh@juww.com  
JOLLEY URG WOODBURY & LITTLE  
3800 Howard Hughes Pkwy., #1600  
Las Vegas, Nevada 89169  
Telephone: (702) 699-7500  
Facsimile: (702) 699-7555  
*Attorneys for BMW Bank of North America*

***Efiled: 12/13/16***

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:	)	Case No. 16-16106-btb
	)	Chapter 7
ANASTASIA KARAMANIDES,	)	
	)	
Debtors.	)	Date: 1/23/17
	)	Time: 10:00 a.m.

**MOTION FOR RELIEF FROM AUTOMATIC STAY**

Secured Creditor BMW Bank of North America ("Secured Creditor"), by and through its attorney, Brian E. Holthus, Esq. of the law firm of Jolly Urga Woodbury & Little, hereby moves this Court, pursuant to 11 U.S.C. §362 of the Bankruptcy Code and Bankruptcy Rule 4001, for relief from the Automatic Stay. In support of its Motion, Secured Creditor represents as follows:

1. Debtor filed a Petition for Relief pursuant to Chapter 7 of the Bankruptcy Code on November 15, 2016.

2. Secured Creditor is the first lienholder on a 2012 BMW 535i, VIN WBAFR7C52CC810925 (the "Vehicle"). A true and correct copy of the Simple Interest Vehicle Contract and Security Agreement (the "Contract") is attached hereto as Exhibit B, and a true and correct copy of the Certificate of Title, showing Secured Creditor as lienholder is attached hereto as Exhibit C.

1           3. Pursuant to the Contract, Debtor is obligated to make monthly payments of  
2 \$768.52 on the 11th day of each month and to maintain adequate insurance coverage on the  
3 Vehicle.

4           4. Debtor has failed to make pre- and post-petition payments to Secured Creditor  
5 and is in default for the May, 2016 payment in the amount of \$283.52, along with the June-  
6 November, 2016 monthly payments of \$768.52, in the amount of \$4,894.64, and attorney's fees  
7 and costs of \$431.00, for a total amount of \$5,325.64.

8           5. Secured Creditor is not being adequately protected because Debtor has not, and it  
9 is believed cannot, provide proof of insurance coverage.

10           6. The present wholesale value for the Vehicle is \$19,446.00 and the net present  
11 balance owed under the Contract is \$39,620.59. Debtor has no equity in the Vehicle. Secured  
12 Creditor's interests are not being adequately protected. The Vehicle continues to rapidly  
13 depreciate and Debtor is not making monthly contractual payments.

14           7. By virtue of the automatic stay provision of 11 U.S.C. §362 of the Bankruptcy  
15 Code, Secured Creditor has been stayed from pursuing its rights of recovery or possession under  
16 the Contract.

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WHEREFORE, Secured Creditor prays that:

1. The automatic stay pursuant to 11 U.S.C. §362 be terminated as to Alina so as to allow Secured Creditor to exercise all its rights and remedies available under the Contract and other applicable law, with a waiver of the 14-day waiting period of Bankruptcy Rule 4001(a)(3).

2. Pursuant to 11 U.S.C. §363(e) that Secured Creditor's interest in the Vehicle be given adequate protection.

3. For attorney's fees and costs.

4. For such other relief as this Court deems necessary.

DATED this 13 day of December, 2016.

JOLLEY URGAL WOODBURY & LITTLE

By: 

Brian E. Holthus, Esq.  
3800 Howard Hughes Pkwy., #1600  
Las Vegas, Nevada 89169  
*Attorneys for BMW Bank of North America*

# **EXHIBIT A**

**Letter to Debtor dated November 23, 2016**

# **EXHIBIT A**

**Letter to Debtor dated November 23, 2016**

R. GARDNER JOLLEY  
WILLIAM R. URG  
BRUCE L. WOODBURY  
BRIAN E. HOLTHUS  
MARTIN A. LITTLE  
L. CHRISTOPHER ROSE  
DAVID J. MALLEY  
MELISSA L. WAITE  
ALEXANDER VILLAMAR  
MICHAEL R. ERNST

**JOLLEY URG** | attorneys  
**WOODBURY & LITTLE** | at law

3800 HOWARD HUGHES PARKWAY  
SIXTEENTH FLOOR  
LAS VEGAS, NEVADA 89169  
TELEPHONE (702) 699-7500  
FACSIMILE (702) 699-7555

[www.juwv.com](http://www.juwv.com)

BOULDER CITY OFFICE

1000 NEVADA WAY  
SUITE 105  
BOULDER CITY, NEVADA  
89005  
(702) 293-3674

BARBARA YAMAMOTO  
OFFICE ADMINISTRATOR

OF COUNSEL  
CHARLES T. COOK  
ROGER A. WIRTH

November 23, 2016

Anastasia Karamanides  
2722 Port Lewis Avenue  
Henderson, Nevada 89052

Lenard E. Schwartz, Trustee  
2850 S. Jones Blvd., #1  
Las Vegas, NV 89146

U.S. Trustee – LV - 7  
300 Las Vegas Blvd. So., #4300  
Las Vegas, Nevada 89101

**Re: Debtor(s):** *Anastasia Karamanides*  
**Case No.** *BK-16-16106-btb*  
**Our File No.** *12218-12029*  
**Vehicle:** *2012 BMW 535i; VIN WBAFR7C52CC810925*

Dear Ms. Karamanides:

This firm represents the interests of BMW Bank of North America with regard to the instant Chapter 7 bankruptcy filed by you, designated as Bankruptcy Case No. BK-16-16106-btb.

My client has alleged grounds that constitute the basis for filing a Motion for Relief from the Automatic Stay against you. Specifically, my client makes the following allegations against you:

- Failure to remain current with contractual payments from May, 2016 through the present.
- Failure to provide proof of adequate insurance coverage.

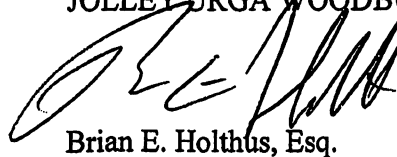
This letter is written pursuant to Local Rule 4001 and is conveyed in an attempt to resolve the allegations raised by my client without court action. If you would like to attempt to resolve this matter without court action, please contact my office within three business days of the date of this letter at the address or phone number contained above. If this law firm does not receive a response to this letter within three business days of the date of this letter, I must assume that you have no desire to resolve the allegations raised by my client without court action.

Anastasia Karamanides  
November 23, 2016  
Page 2

Consequently, upon the expiration of the stated three business days, my client will immediately file a Motion for Relief from Automatic Stay in the Bankruptcy Court.

Very truly yours,

JOLLEY URGA WOODBURY & LITTLE

A handwritten signature in black ink, appearing to read "Brian E. Holthus", is written over the firm name.

Brian E. Holthus, Esq.

BEH:deb

# **EXHIBIT B**

## **Simple Interest Vehicle Contract and Security Agreement**

# **EXHIBIT B**

## **Simple Interest Vehicle Contract and Security Agreement**

FORM 2340N STORES 07/16 INTEREST IN VEHICLE CONTRACT FOR SALE AND SECURITY AGREEMENT

**SECTION A: BUYER'S INFORMATION**

Buyer's Name: ANASTASIA KARAMANIOES  
 Address: 2722 PORT LEWIS DR  
 City: CLARK County: CLARK  
 State: NV Zip: 89014  
 Phone: 702-340-8011 Fax: 702-340-8011  
 Stock No.: 66810826 Salesperson: SMITH ALLEN Date: 06/27/2015

**SECTION B: DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH IN LENDING ACT**

Your Payment Schedule will be:

ANNUAL PERCENTAGE RATE	The cost of your credit as a yearly rate	Number of payments	Amount of payments	When payments are due
2.90 %		59	769.62	MONTHLY STARTING: 08/11/2015
		1	769.62	DUE ON: 07/11/2020

**FINANCE CHARGE** The dollar amount the credit will cost you.  
\$ 3286.10

**Amount Financed** The amount of credit provided to you or on your behalf.  
\$ 42825.10

**Total of Payments** The amount you will have paid after you have made all payments as scheduled.  
\$ 46111.20

**Total Sales Price** The total cost of your purchase on credit, including your down payment.  
\$ 43553.08

**SECTION C: ITEMIZATION OF AMOUNT FINANCED**

1. Vehicle Selling Price \$ 3738.00  
 Plus Documentary Fee \$ 499.50  
 (This charge represents costs and profit to the dealer for items such as inspecting, cleaning, adjusting, and preparing documents related to the sale.)  
 Plus Dealer Inspection Fee \$ 150.00  
 Plus Other \$ 18.00  
 Plus Other \$ 18.00  
 Total Vehicle Selling Price \$ 3738.00

2. Total Sales Tax \$ 3103.23

3. Amounts Paid to Public Officials  
 a. Title Fee \$ 28.25  
 b. Registration Fee \$ 28.25  
 c. Other \$ 0.00  
 Total Official Fees (Add 4a through 4c) \$ 56.50

4. Optional, nonrefundable, fees or charges  
 a. \$ 0.00  
 b. \$ 0.00  
 c. \$ 2595.00  
 d. \$ 0.00  
 Total Optional, nonrefundable, fees or charges (Add 4a through 4d) \$ 2595.00

5. TOTAL CASH SALES PRICE \$ 9159.00  
 6. Down Payment \$ 9900.00  
 Net Trade-In Allowance \$ 0.00  
 (If negative, enter 0 and see 11a.)  
 7. Down Payment (Other Than Net Trade-In Allowance)  
 a. Trade-In Sales Tax Credit \$ 2500.00  
 b. Cash \$ 0.00  
 c. Manufacturer's Rebate \$ 0.00  
 d. Deferred Down Payment \$ 0.00  
 e. Other \$ 0.00  
 Down Payment (Add 7a through 7e) \$ 3241.88

8. TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE (Add 6 and 7) \$ 3241.88

9. UNPAID BALANCE OF CASH SALES PRICE (Subtract 8 from 5) \$ 41225.10

10. Plus Optional Insurance and Debt Cancellation Charges  
 a. Credit Life Insurance Premium \$ 0.00  
 b. Credit Disability Insurance Premium \$ 0.00  
 c. Debt Cancellation Coverage (DAP) \$ 0.00  
 d. Other Insurance \$ 0.00  
 Total Optional Insurance and Debt Cancellation Charges (Add 10a through 10d) \$ 0.00

11. Other Amounts Financed  
 a. Prior Credit or Lease Balance \$ 741.00  
 b. \$ 0.00  
 c. \$ 0.00  
 Total Other Amounts Financed (Add 11a through 11c) \$ 741.00

12. TOTAL AMOUNT FINANCED (Add 9, 10 and 11) \$ 42825.10

**STATE DISCLOSURE REQUIREMENTS:** The provisions of Section B and Section C are incorporated into this agreement for purposes of state disclosure requirements.

**Additional Terms and Conditions:** The additional terms and conditions set forth in this contract are a part of this contract and are incorporated herein by reference.

**OPTION:** You pay no Finance Charge if the Total Amount Financed, then No. 12, Section C, is paid in full on or before the \_\_\_\_\_ (day) of \_\_\_\_\_ (month) of \_\_\_\_\_ (year).

**BUYER'S INITIALS:** \_\_\_\_\_

**SECTION E:**  
☐ If checked, you agree to use electronic records and electronic signatures to document this contract. Your electronic signature on electronic records will have the same effect as signatures on paper documents. We may designate one authoritative copy of this contract. If we do, the authoritative copy will be the electronic copy in a document management system we designate for storing authoritative copies. We may convert the authoritative copy to a paper original. We will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

If you agree to use electronic records and electronic signatures, we will comply with all applicable federal, state and local law and regulations.

**UPON ENTERING INTO THIS CONTRACT, YOU WILL RECEIVE A PAPER COPY OF THE ORIGINAL CONTRACT ELECTRONICALLY SIGNED AND COMPLETE WITH ALL TERMS, CONDITIONS AND DISCLOSURES TO TAKE WITH YOU.**

**NOTICE TO BUYER**  
 Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you pay the amount due before the scheduled date of maturity of the indebtedness and you are not in default in the terms of the contract for more than 90 days, you are entitled to a refund of the unearned portion of the finance charge. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle on page 1 of 2, federal regulation may require a special buyer's guide to be displayed on the vehicle.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The text of the preceding two paragraphs is set forth below in Spanish:  
 Si usted está comprando un vehículo usado, debe mostrar este contrato según la descripción del vehículo en la página 1 de 2, la ley federal podrá exigir que la información que usted vea en la forma de venta para este vehículo es parte de este contrato. LA INFORMACIÓN EN LA FORMA DE VENTA OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

BUYER AND CO-BUYER SHALL SIGN AND COMPLETELY FILLED-IN PAPER COPY OF THIS CONTRACT AND THIS DISCLOSURE ON PAGE 1 OF 2 AT THE TIME OF SIGNING.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN SECTION C. 06/27/15

Buyer: ANASTASIA KARAMANIOES Date: 06/27/15  
 Creditor: BNH OF HENDERSON Date: 06/27/15  
 Title: ORIGINAL LIENHOLDER



### ADDITIONAL TERMS AND CONDITIONS

Ample Interest: Consider this to be a simplified estimate. The Finance Charge, Total of Payments and Payment Schedule set forth in the disclosure on page 1 of 2 may differ. The Total payment may differ depending upon the date interest is paid. For example, your payment on 1/15/12 will be \$100.00. If you do not make a payment on 1/15/12, your payment on 2/15/12 will have the amount of reducing your total payment, while late payments will cause your year end amount to be higher. Your payment schedule may pay the total amount on the due date, which payment will be equal to all unpaid cash due under this contract, over 80 percent of the amount of the principal given from the amount of first payment disclosed on page 1 of 2 at this purchase.

Default: If you default into performance of this agreement, because (1) we fail to make a payment later than 90 days past the date required by the agreement, or (2) we

[illegible][illegible]

Ownership of the Colonialist. We represent that there are no loans, debts or encumbrances on the Colonialist except for the security-interest you grant by this contract to us and you further represent that you have executed no financing statement covering the Colonialist except for the one relating to the contract.

Assignment of the Colonialist. You agree not to assign, sell, convey, or otherwise dispose of all or any part of your address or of any change in the location of the Colonialist. Unless you first have written notice of such assignment, sale, conveyance, or other disposition to us, we will not be bound by the assignment, sale, conveyance, or other disposition. If you do not provide our written consent, you may not sell, convey, or otherwise dispose of the Colonialist or any part of it in any manner. We will comply with all laws, ordinances, regulations and orders of any governmental authority having jurisdiction over the Colonialist and will not allow or sustain liability in any way for the Colonialist or for the Colonialist's interest on the Colonialist besides the security interest granted by us under this contract.

Inspection of the Colonialist. We may inspect the Colonialist at any reasonable time.

Times You are responsible for and will pay when due all taxes and assessments levied on this Contract. If you fail to do so, we may pay any such tax or assessment on your behalf. Amounts equal to that which we paid will be added to the Total of Payments then owing, and you will be charged a Service Charge on the amount we paid at the highest legal contract rate.

Property Insurance: We will keep the Client informed against such risks and in such amount as we may from time to time require on an insurer that you choose and we approve. As indicated in Section 11, if you choose, we will obtain property insurance for the year at the premium shown. Whether the insurance is provided by you or us, we will pay the premium. If you choose to obtain property insurance, you are responsible for the cost of the premium. If you provide property insurance, you will deliver the policy to us as soon as it is issued. We will not be responsible for any loss or damage to the property of the Client or any other person or property, whether or not the property is insured, and we will provide no coverage for any loss or damage to the property of the Client or any other person or property, whether or not the property is insured, except as provided in this policy. If you choose to obtain property insurance, you will deliver the policy to us as soon as it is issued. We will not be responsible for any loss or damage to the property of the Client or any other person or property, whether or not the property is insured, and we will provide no coverage for any loss or damage to the property of the Client or any other person or property, whether or not the property is insured, except as provided in this policy. If you choose to obtain property insurance, you will deliver the policy to us as soon as it is issued. We will not be responsible for any loss or damage to the property of the Client or any other person or property, whether or not the property is insured, and we will provide no coverage for any loss or damage to the property of the Client or any other person or property, whether or not the property is insured, except as provided in this policy.

LIABILITY INSURANCE IS NOT REQUIRED BY THIS CONTRACT. YOU HAVE THE RIGHT TO CHOOSE THE PERSON THROUGH WHOM LIABILITY INSURANCE IS TO BE OBTAINED.

**Credit Life Insurance, Credit Disability Insurance and Debt Cancellation Coverage (DAP Coverage):** If you indicated in Section B that you want optional credit life insurance, credit disability insurance or debt cancellation coverage (DAP coverage), or any combination thereof, you agree to pay for such insurance at the premium shown in Section B.

NO WARRANTY: THE SELLER MAKES NO REPRESENTATIONS, CLAIMS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE COLLATERAL, OR WHETHER THE COLLATERAL IS SUITABLE OR FIT FOR THE PARTICULAR PURPOSE INTENDED UNLESS THE SELLER HAS DONE SO IN THIS CONTRACT OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE SELLER AND DELIVERED TO THE BUYER. THE SELLER'S OBLIGATION TO THE BUYER IS LIMITED TO THE OBLIGATION SET FORTH IN A SEPARATE WRITTEN AGREEMENT WITH THE COLLATERAL. HOWEVER, IF THE SELLER MAKES AN EXPRESS WARRANTY IN THIS CONTRACT OR IN A SEPARATE WRITTEN AGREEMENT WITH THE COLLATERAL, THE SELLER'S OBLIGATION TO THE BUYER IS LIMITED TO THE OBLIGATION SET FORTH IN A SERVICE CONTRACT WITH THE BUYER THAT APPLIES TO THE COLLATERAL. THE EXCLUSION OF IMPLIED WARRANTIES SET FORTH IN THIS PARAGRAPH DOES NOT EXCLUDE ANY IMPLIED WARRANTIES THAT MAY EXIST WITH RESPECT TO THE

Notwithstanding any notice or how to give you pursuant to the Uniform Commercial Code will be measurable if we send it to your address shown in Section D in the section entitled "Your Address After Period of Possession of Collateral" at least 5 days before the event with respect to which notice is required unless we have actual knowledge of a change in your address and, in that event, the notice will be measurable if we send it to the changed address.

**Time Is of the Essence:** You understand that all payments that are required must be made on the day due.

**Exercising our Rights:** We can, without notice, delay enforcing our rights or exercise only part of them, without losing them, or waive a right we have to one Buyer without waiving it as to the others.

**Meaning of Words:** In this contract the words "you" and "your" means each and all of those who sign this contract as Buyers or Co-Buyers, and their heirs, executors, administrators, successors and assigns. The words "we," "us" and "ours," means the Creditor shown on page 1 of 2 in Section A, and if this contract is assigned, its successors and assigns and any other holder of this contract.

**Governing Law:** This contract has been delivered in the State of Oregon's place of business and will be governed by the laws of that State and applicable federal law.

**Unavailability:** Whichever provision of this contract shall be interpreted so that it is valid under applicable law, but if any provision is prohibited or limited, the remaining provisions of this contract will survive to the extent.

**Notion of Release/Retain Rights (Notice to Grantors):** The provisions of this contract only apply if you have signed the notice of retention rights on page 1 of 2 of this contract. All other provisions of this contract shall be null and void.

(11) You agree to indemnify the Seller for compensation necessary to verify information contained in your credit application. (12) Notwithstanding that it may take a few days for the Seller to verify your credit and assign the contract, in consideration of the Seller agreeing to deliver the Vehicle, you agree that if the Seller is unable to assign the contract to a Financial Institution with whom the Seller regularly does business pursuant to terms of assignment acceptable to the Seller, the Seller may elect to modify the contract. (13) If the Seller elects to rescind the contract, the Seller shall, within 30 days after the date of the payment, give you notice of the rescission. Such notice shall be deemed to have been given if a written notice in the United States mail directed to you at the address you supplied in the enrollment return is mailed.

anytime after the date of the contract, you agree to return the vehicle to the Seller in the same condition as when you first received it, except for normal wear and tear. If the vehicle is not returned to the Seller in the same condition as when you first received it, you agree to pay the Seller the cost of repairs to return the vehicle to the same condition as when you first received it. The Seller agrees, upon restoration of the contract, to return to you all consideration (paid or unpaid) in connection with the contract, including any tax or title fee. (4) If the vehicle is not immediately returned to the Seller after giving notice of the Seller's decision to rescind the contract, you are liable to the Seller for all expenses incurred by the Seller in obtaining possession of the vehicle, including attorney's fees, and the Seller

has the right to repossess the vehicle as permitted by law. (b) While the vehicle is in your possession, all terms of the contract, including those related to the use of the vehicle and insurance for the vehicle, are in force and any loss or damage to the vehicle must be assumed by you. You must immediately pay all reasonable repair costs related to any damage to the vehicle while it is in your possession or under your control and until the vehicle is returned to the Lessor.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES:**

WHEREAS THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**IF YOU ARE BUYING A USED VEHICLE WITH THIS CONTRACT, AS INDICATED IN THE DESCRIPTION OF THE VEHICLE ON PAGE 1 OF 2, FEDERAL REGULATION MAY REQUIRE A SPECIAL BUYER'S GUIDE TO BE DISPLAYED ON THE WINDOW.**

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Assignment: Seller may transfer this contract to another person ("Assignee"). That person will have all of Seller's rights, privileges and remedies. The Seller may assign

For control absolutely. Control Analysis should be control of ISAC and WFO of NY  
 Roger Signer: [Signature]  
 The BAW of Handman

By                                            
Title                     

To Induce Assignee to purchase the contract, Sellers represents and warrants to Assignee as follows: (a) the contract is genuine and the statements and amounts described

[illegible]

and first lien on the Collateral and has the right to record according to law to preserve the priority of each lien (i) the Collateral in and clear of all liens and encumbrances, except the security interest granted by this contract; (ii) the full amount of the stated debt of Payments remains unpaid; (iii) Goiter is the holder of the contract and the security interest in the Collateral free and clear of all liens and encumbrances and Seller has full power and authority to assign the same; (iv) the transportation was consummated on the above date set forth in the contract and Buyer (a) did not receive possession of the Collateral prior to the date of consummation; (b) Buyer was furnished a signed copy of the contract prior to consummation; (c) the Collateral is kept with a common carrier; and (d) a written acknowledgment of receipt of the

Buyer has authorized a third party (or its officers prior to consummation) to act as the contact in connection with a company's application to Assignee against its credit ratings in addition to such other uses as Assignee requires under its assignment policy applicable to Assignee. (b) Seller has not knowingly communicated to Assignee incorrect information relating to the Buyer's application or credit statement or knowingly failed to communicate information relating to such application or credit statement; (c) the facts set forth in the contact letter; (d) Buyer has no defense or counterclaim to payment of the obligation evidenced by the contact; (e) Buyer is or, if more than one, each is not a minor and has legal capacity to execute the contact and is (i)able, (ii) solvent and (c) Buyer has no reason to believe the Buyer has ever violated any law.

in the event any warranty shall be breached or any representation shall be false, false or shall, upon demand and irrespective of whether the contract is then in default, repudiated the contract from Assignee at a price equal to the unpaid balance of the contract plus accrued interest, or such other amount agreed to by Buyer and Assignee in a separate agreement or in a suit on the date of such demand by Assignee, plus any costs or expenses of collection, including attorney's fees, whether incurred by or for Assignee.

**Assignment by bill or on appeal or otherwise.** Either notice of assignment that otherwise might have been available but nothing herein contained shall preclude Assignor from enforcing against Seller any other remedies provided by law for misrepresentation or breach of warranty. In the event of any proceedings commenced by Assignee against Buyer with respect to the contract, services or the Coliseum, if Buyer asserts as a defense, set-off, or counterclaim any act, omission or default by Seller, Seller shall forthwith on demand reimburse the principal for the amount set forth above. The provisions of this assignment shall be binding on the heirs, representatives, assigns and successors-in-interest of Seller and Assignor.

**1. REPRISORER:** Seller absolutely and unconditionally guarantees the prompt payment of either the total unpaid amount of the contract and any accrued interest or such other amount deemed to be by Seller and Anderson in its complete discretion. Anywhere Mr. Anderson's name appears in the above paragraph as signatory to the note, it shall be construed as if he were the party who signed the note.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Assignor, in this assignment agreement, together with its affiliates, expressly and irrevocably indemnifies and holds Buyer harmless in the collection of said accounts. Seller waives all claims arising by reason of any failure to give notice of assignment of this guaranty or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignor to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or securities which may be available, and waives any and all claims arising out of the guaranty relationship.

2. **REPLENISH:** In the event of default by the Buyer under any of the terms or conditions of the contract, Seller will replenish and reimburse the Collector, or if the

Buyer has already been repossessed, Seller will repossess the Collateral at the place of repossession or recovery. The Collateral will be repossessed in any event AS IS, at a price equal to the cash unpaid balance of the contract and any accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement or as otherwise of the debt, together with all costs, expenses and reasonable attorney's fees incurred by Assignee in the collection of said amount. Seller and Assignee disclaim liability by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of extension of time given to Buyer, or by reason of any failure to follow the terms of the Contract, or of any other act or omission of Seller or Assignee in connection with this agreement.

and, if by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and because of other changes that might otherwise have been available. At the time of repurchase, Seller shall pay to Assignee the purchase price in cash and Assignee may assign to Seller without recourse and without warranties, expense or implied, all the retention of lien instruments and all contracts or promissory notes which Assignee then holds upon such Collateral.

9. LIMITED ENDORSEMENT: In the event of default of Buyer below Buyer shall have paid the first \_\_\_\_\_ installments under the foregoing contract.

Assignee may reassign the contract to Buyer and Seller agrees, upon tender of such reassignment and in consideration thereof to pay to Assignee either the then unpaid balance of the contract and any accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as is in effect as of the reassignment, together with all costs, expenses and reasonably attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to assign to Buyer or the Debtor(s) or other creditors of Buyer or to report in other countries or jurisdictions, which may be applicable, and Seller waives all other defenses that Seller may have.

Signed \_\_\_\_\_ By \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

4. WITHOUT RESORT TO THE COURT, the undersigned shall be without recourse against Seller except for such obligations as are set forth in the assignment above.

Signed: **BMW of Henderson** By: [Signature]

Page No. 003-004 (2012)

# **EXHIBIT C**

## **Certificate of Title**

# **EXHIBIT C**

## **Certificate of Title**

## STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
WBAFR7C52CC810925	2012	BMW	535I	P4D	NV007930805
DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD	EMPTY WT	GROSS WT
07/17/2015	34569	G		4090	GVWR
VEHICLE COLOR	ODOMETER BRAND			BRANDS	
	ACTUAL MILES				

## OWNER(S) NAME AND ADDRESS

KARAMANIDES ANASTASIA  
2722 PORT LEWIS AVE  
HENDERSON NV 89052-3891

## LIENHOLDER NAME AND ADDRESS

BMW BANK OF NORTH AMERICA  
5550 BRITTON PKWY  
HILLIARD OH 43026-7456

LIENHOLDER RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:

SIGNATURE OF AUTHORIZED AGENT

DATE

PRINTED NAME OF AGENT AND COMPANY

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.  
The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

☐ AND  
☐ OR

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

Address

City

State

Zip Code

I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

NO  
TENTHS

☐  
☐  
☐

The mileage stated is in excess of its mechanical limits.

The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.

Exempt - Model year over 9 years old.

ODOMETER READING

Signature of Seller(s)/Agent/Dealership

Printed Name of Seller(s)/Agent/Dealership

I am aware of the above odometer certification made by the seller/agent. ☐

Dealer's License Number

Date of Sale

Signature of Buyer

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

Printed Full Legal Name of Buyer

CONTROL NO.

27327870

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

**PROPOSED ORDER**

**PROPOSED ORDER**

JOLLEY URGAL  
attorneys  
at law  
WOODBURY & LITTLE  
3800 HOWARD HUGHES PARKWAY, SUITE 1600, LAS VEGAS, NV 89169  
TELEPHONE: (702) 699-7500 FAX: (702) 699-7555

Brian E. Holthus, Esq.  
Nevada Bar No. 2720  
beh@juww.com  
JOLLEY URGAL WOODBURY & LITTLE  
3800 Howard Hughes Pkwy  
Wells Fargo Tower, 16th Floor  
Las Vegas, Nevada 89169  
Telephone: (702) 699-7500  
Facsimile: (702) 699-7555  
*Attorneys for BMW Bank of North America*

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In re:	)	Case No. 16-16106-btb
	)	Chapter 7
ANASTASIA KARAMANIDES,	)	
	)	
Debtor.	)	Date:
	)	Time:

**[PROPOSED]  
ORDER TERMINATING THE AUTOMATIC STAY**

The Motion for Relief having been properly served, with no opposition filed herein, the court makes its Order as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Automatic Stay in the above-entitled Bankruptcy case is hereby terminated as to Debtor and the Trustee in favor of Secured Creditor, BMW Bank of North America, as it pertains to the following property:

2012 BMW 535i; VIN WBAFR7C52CC810925

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the fourteen (14) day  
2 stay imposed under Bankruptcy Rule 4001(a)(3) is waived.  
3

4  
5  
6 Submitted by:

7 JOLLEY URG A WOODBURY & LITTLE  
8

9 By: \_\_\_\_\_

10 Brian E. Holthus, Esq.  
11 3800 Howard Hughes Pkwy. 16th Floor  
12 Las Vegas, Nevada 89169  
13 *Attorneys for BMW Bank of North America*

14 **RULE 9021 CERTIFICATION**

15 In accordance with LR 9021, counsel submitting this document certifies as follows:

16 ☐ The court has waived the requirement set forth in LR 9021(b)(1).

17 ☒ No party appeared at the hearing or filed an objection to the motion.

18 ☐ I have delivered a copy of this proposed order to all counsel who appeared at the hearing,  
19 and each has approved or disapproved the order, or failed to respond, as indicated below:

20 ☐ I certify that this is a case under chapter 7 or 13, that I have served a copy of this order  
21 with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of  
22 the order.

23 ###  
24  
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